

**CITY OF RICHMOND
CONTRACT AMENDMENT**

Department: Community Development	Project Manager: Lina Velasco
Project Manager E-mail: lina_velasco@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6706
P.R. No: Vendor No: 12406	P.O./Contract No: /3753
Description of Services: Wood Environmental will continue to assist the City in preparing a Supplemental Remedial Action Plan (RAP), providing environmental support to facilitate a planned property transaction, and continuing groundwater monitoring in compliance with the clean-up Order on the Terminal One site.	
Amendment No. <u>6</u> modifies the: (2nd or subsequent amendments attach Amendment History page)	
<input checked="" type="checkbox"/> Term, Payment Limit and Service Plan	<input type="checkbox"/> Payment Limit and Service Plan
<input type="checkbox"/> Term and Service Plan	<input type="checkbox"/> Service Plan

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the City of Richmond,

California, a municipal corporation (City), and the following named Contractor:

Wood Environment & Infrastructure Solutions, Inc.

Company Name: _____

Street Address: 180 Grant Avenue, Suite 1100

City, State, Zip Code: Oakland, CA 94612-3066

Contact Person: Frank Szerdy PhD, PE

Telephone: (510) 663-4113

Email: frank.szerdy@amecfw.com

Business License No: 4000-3559 / Expiration Date: December 31, 2022

A California corporation, limited liability corporation general partnership, limited partnership, individual, non-profit corporation, individual dba as [specify:] _____ other [specify:] _____

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council of the City of Richmond or executed by the City Manager on February 15, 2017, which **original** term commenced on February 1, 2017 and terminates December 31, 2017 with an **original** contract payment limit of \$10,000.00. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

7. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA
a municipal corporation

CONTRACTOR:

Wood Environment & Infrastructure Solutions, Inc.

By _____

(*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

Title:

By _____

I hereby certify that the Original Contract and this Amendment have been approved by the City Council or executed by the City Manager.

Title: _____

(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By _____
City Clerk

By: _____

Title: _____

Approved as to form:

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.

By _____
City Attorney

List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)

1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is

February 1, 2017

(Insert original contract commencement date)

and it terminates

June 30, 2023

(Insert new contract termination date)

unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$ **102,200.00** . Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ **854,750.00** including expenses."

"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."

3. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

Preparing a Supplemental Remedial Action Plan ("Supplemental RAP") and providing environmental support to facilitate a planned property transaction. It also includes continuing groundwater monitoring at the site through the remainder of 2022 as listed in the scope of work attached.



Wood Environment & Infrastructure Solutions, Inc.
555 12 Street, Suite 215
Oakland, California 94607
USA

T: 1-510-663-4100

F: 1-833-778-3465

www.woodplc.com

September 19, 2022

Ms. Lina Velasco
Project Manager II
City of Richmond
450 Civic Center Plaza
Richmond, California 94804

Subject: Change Order Request for Completion of Remedial Design Document

Terminal 1 Site
Richmond, California

Dear Ms. Velasco:

Wood Environment & Infrastructure Solutions, Inc. ("Wood") is submitting this change order request to the City of Richmond for environmental consulting work at the former Terminal 1 facility ("the site") located in Richmond, California. This change order requests additional funds for Contract Number 3753, issued to Amec Foster Wheeler (a Wood predecessor) and executed on February 15, 2017, to implement additional environmental work required by the California Regional Water Quality Control Board, San Francisco Bay Region ("Water Board").

The scope of work in this change order requests includes preparing a *Supplemental Remedial Action Plan* ("Supplemental RAP") and providing environmental support to facilitate a planned property transaction. It also includes continuing groundwater monitoring at the site through the remainder of 2022.

It is anticipated that Wood will be sold to WSP by September 23, 2022. Contract Number 3752 and its subsequent amendments, including this one, will remain in effect following the sale.

BACKGROUND

Quarterly groundwater monitoring is currently required by the Water Board in support of Water Board Order No. R2-2004-0045. Wood's first quarter 2022 groundwater monitoring report requested a transition to semiannual groundwater monitoring, but the request has not yet been approved. We assume that quarterly groundwater monitoring will be required through the remainder of 2022.

It is anticipated that the site will be sold to a developer at the end 2022. In order for the Water Board to approve redevelopment of the site, environmental remediation and mitigation activities will be

required. Wood previously prepared the *Draft 2018 Remedial Action Plan Addendum* ("2018 RAP") and the 2019 *Remedial Design Report*, which were submitted to the Water Board in preparation for a previously proposed plan for site redevelopment. During meetings since July 2022 with the City of Richmond, the developer, Wood, and the Water Board, it has been agreed that Wood will prepare a Supplemental RAP to document the proposed changes to the 2018 RAP.

SCOPE OF WORK

The anticipating remaining scope of work includes drafting and submittal of the Supplemental RAP, associated environmental support to obtain Water Board approval of the Supplemental RAP, and performing two quarterly groundwater monitoring events. Wood understands that the Terminal One property will be transferred to entity owned by Laconia Development following the Water Board's approval of the Supplemental RAP, and that this entity will be responsible for implementation of the work specified in the Supplemental RAP. This change order requests funds to complete work through the remainder of 2022.

Task 13: Supplemental RAP and Transaction Support

This task includes preparing the Supplemental RAP, which will include the following:

- A summary of the proposed redevelopment.
- Description of changes to the previous RAP approach that will be necessary to accommodate the currently planned redevelopment. These changes are anticipated to focus on the vapor intrusion mitigation system, raising of grades, and soil cleanup levels.
- A summary of the proposed approach to address anticipated sea level rise.
- Figures overlaying the various remedial and mitigation approaches on the current redevelopment plan, including presentation of analytical results where appropriate.

We anticipate submitting a draft of the Supplemental RAP to the Water Board for preliminary review. Wood will then address Water Board comments and submit a final report. It is anticipated that the final Supplemental RAP will be submitted to the Water Board in October 2022.

In addition to the Supplemental RAP, we assume that Wood will participate in preparation and follow-up phone calls and web meetings with the Water Board and other stakeholders to obtain approval of the Supplemental RAP and otherwise support the transaction.

Task 14: Quarterly Groundwater Monitoring

This task includes performing two quarterly groundwater monitoring events, including associated planning, sampling, and reporting.

Prior to each event, Wood will perform necessary planning and coordination, and will contract the analytical laboratory. During the monitoring event, Wood will gauge 16 monitoring wells (B-01s, through BT 04S, MW-03 through MW-05, MW-EG1s, MW-EG2s, MW-NE2s, MW-P-1, MW-TH3s through MW-TH6s, and MW-TH6) and collect groundwater samples from nine monitoring wells (BT-01s through BT 04s, MW-03 through MW-05, MW P-1, and MW-TH6s), where sufficient water is

Ms. Lina Velasco
City of Richmond
September 19, 2022
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available for sampling. Wood will submit the groundwater samples to a California-certified laboratory for analysis for diesel and motor oil range organics and total extractible petroleum hydrocarbons by U.S. Environmental Protection Agency Method 8015B (without silica gel cleanup). Following completion of the sampling event, Wood will perform management and analysis of the data, update tables and figures with the data, prepare a brief summary report that will be submitted to the Water Board.


COST ESTIMATE

The cost to complete the work described in this proposal is \$102,200. Cost details are shown in the attached Cost Estimate (Table 1). We understand the City will issue an amendment to our existing contract with the City for the work included in this proposal.

Sincerely,
Wood Environment & Infrastructure Solutions, Inc.



Avery Whitmarsh, PG
Principal Geologist



Kenneth Conner, PE
Northern California Office Manager/Vice
President

aw/kc/sc

[https://woodplc.sharepoint.com/teams/terminal1/shared documents/general/0000_admin_pm/proposals/2022_09_proposal10_supplemental rap and gw sampling/proposal 10_city of richmond.docx](https://woodplc.sharepoint.com/teams/terminal1/shared%20documents/general/0000_admin_pm/proposals/2022_09_proposal10_supplemental%20rap%20and%20gw%20sampling/proposal%2010_city%20of%20richmond.docx)

Attachment: Table 1 – Cost Estimate

TABLE 1

COST ESTIMATE
Terminal 1 Site
Richmond, California

Phase 13 - Supplemental RAP and Transaction Support				
	Rate (\$)	Unit	Quantity	Estimated Cost
Principal	263.00	hrs	110	\$ 28,930.00
Senior Associate	210.00	hrs	24	\$ 5,040.00
Senior 2	204.00	hrs	24	\$ 4,896.00
Senior 1	165.00	hrs	120	\$ 19,800.00
Professional 3	160.00	hrs	10	\$ 1,600.00
CAD/Graphics	100.00	hrs	32	\$ 3,200.00
Senior Accountant	127.00	hrs	4	\$ 508.00
PA	83.00	hrs	8	\$ 664.00
Phase 13 Total				\$ 64,700.00
Phase 14 - Quarterly Groundwater Monitoring				
	Rate (\$)	Unit	Quantity	Estimated Cost
Principal	263.00	hrs	10	\$ 2,630.00
Senior Associate	210.00	hrs	0	\$ -
Senior 2	204.00	hrs	22	\$ 4,488.00
Senior 1	165.00	hrs	0	\$ -
Professional 3	160.00	hrs	44	\$ 7,040.00
Professional 2	138.00	hrs	8	\$ 1,104.00
Professional 1	127.00	hrs	120	\$ 15,240.00
CAD/Graphics	100.00	hrs	8	\$ 800.00
Senior Accountant	127.00	hrs	4	\$ 508.00
PA	83.00	hrs	6	\$ 498.00
Rental vehicle	100.00	ea.	4	\$ 400.00
Equipment	74.00	ea.	2	\$ 148.00
Rental Equipment	390.00	ea.	2	\$ 780.00
IDW	970.00	ea.	1.15	\$ 1,115.50
Laboratory Analysis	2330.00	ea.	1.15	\$ 2,679.50
Phase 15 Total				\$ 37,500.00
TOTAL				\$ 102,200.00

Contract Amendment between the City of Richmond and
Wood Environment & Infrastructure Solutions, Inc.

Amendment No.

P.O./Contract No.

6

/3753

**AMENDMENT PROVISIONS (SERVICE PLAN)
(CONTRACTOR'S OBLIGATION'S)**

The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

The scope of work includes drafting and submittal of the Supplemental RAP, associated environmental support to obtain Water Board approval of the Supplemental RAP, and performing two quarterly groundwater monitoring events. Wood understands that the Terminal One property will be transferred to Terminal One Development LLC following Water Board's approval of the Supplemental RAP, and that this entity will be responsible for implementation of the work specified in the Supplemental RAP. This change order requests funds to complete work through the remainder of 2022.

Contract Amendment between the City of Richmond and
Wood Environment & Infrastructure Solutions, Inc.

Amendment No.

P.O./Contract No.

6

/3753

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The **first** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on March 7, 2017 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 195,000.00 for a payment limit not to exceed \$ 205,000.00.
- Term Amendment (insert new termination date): December 31, 2018
- Service Plan

The **second** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on July 11, 2017 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 154,950.00 for a payment limit not to exceed \$ 359,950.00.
- Term Amendment (insert new termination date): _____
- Service Plan

The **third** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on April 3, 2018 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 145,600.00 for a payment limit not to exceed \$ 505,550.00.
- Term Amendment (insert new termination date): December 31, 2019
- Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on July 17, 2019 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 47,000.00 for a payment limit not to exceed \$ 552,550.00.
- Term Amendment (insert new termination date): December 31, 2020
- Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on August 1, 2020 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 200,000.00 for a payment limit not to exceed \$ 752,550.00.
- Term Amendment (insert new termination date): December 31, 2022
- Service Plan

Contract Amendment between the City of Richmond and
Wood Environment & Infrastructure Solutions, Inc.

Amendment No.

P.O./Contract No.

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3753

The **sixth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 102,200.00 for a payment limit not to exceed \$ 854,750.00.
- Term Amendment (insert new termination date): June 30, 2023
- Service Plan

The **seventh** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **eighth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **ninth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **tenth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

City of Richmond - Insurance Requirements - Type 2: Professional Services

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .
General Liability <i>(primary and excess limits combined)</i>	\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit) . Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

City of Richmond - Insurance Requirements - Type 2: Professional Services
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Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
Professional Liability or Errors & Omissions Liability – <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, & other consultants as may be required by the City.</i>	PROJECT COST	REQUIRED LIMIT
	\$0 - \$1 million	\$1 million p/o
	\$1 million - \$5 million	\$2 million p/o
	Over \$5 million	\$5 million p/o

Required Policy Conditions	
Additional Insured Endorsement	<p>Applicable to General Liability coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p><i>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</i></p>
Primary and Noncontributory	<p>The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.</p>
Waiver of Subrogation Endorsement Form	<p>Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</p>
Deductibles and Self-Insured Retentions	<p>Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.</p> <p>Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p>
A. M. Best Rating	<p>A: VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.</p>

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

City of Richmond - Insurance Requirements - Type 2: Professional Services

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City before work may begin. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manger. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext.): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED JWGUSA Holdings, Inc. and its Subsidiaries and Affiliates 17325 Katy Freeway Houston TX 77084 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Ins Co		16535
	INSURER B: ACE American Insurance Company		22667
	INSURER C: ACE Fire Underwriters Insurance Co.		20702
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570094314304** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO484608502	07/01/2022	07/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25570790	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLR68919770	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
C			N/A	Work Comp- AOS SCFC68919812 Work Comp- WI	07/01/2022	07/01/2023	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570094314304

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED ADDENDUM FOR ADDITIONAL NAMED INSURED WOOD COMPANIES. City of Richmond is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of Certificate holder in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies. Should General Liability and Workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions.

CERTIFICATE HOLDER**CANCELLATION**

City of Richmond 450 Civic Center Plaza Richmond CA 94804 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED JWGUSA Holdings, Inc.	
POLICY NUMBER See Certificate Number: 570094314304			
CARRIER See Certificate Number: 570094314304	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Named Insured

JWGUSA Holdings, Inc.
 Wood Group USA, Inc.
 Wood Environment & Infrastructure Solutions, Inc.
 AMEC Construction Management, Inc.
 AMEC E&E, P.C.
 AMEC Engineering and Consulting of Michigan, Inc.
 Amec Foster Wheeler Energia, S.L.U.
 Amec Foster Wheeler Environmental Equipment Company Inc.
 Amec Foster Wheeler Industrial Power Company, Inc.
 Amec Foster Wheeler Kamtech, Inc.
 Amec Foster Wheeler North America Corp
 Amec Foster Wheeler Power Systems, Inc.
 Amec Foster Wheeler USA Corporation
 Amec Foster Wheeler Ventures, Inc.
 AMEC North Carolina, Inc.
 BMA Solutions, Inc.
 C E C Controls Company, Inc.
 Cape Software, Inc.
 Foster Wheeler Intercontinental Corporation
 Ingenious, Inc.
 John Wood Group PLC
 John Wood Group, Inc.
 Kelchner, Inc.
 MACTEC Engineering and Consulting, P.C.
 MACTEC Engineering & Geology, P.C.
 MASA Ventures, Inc.
 Mustang International, Inc.
 Rider Hunt International USA, Inc.
 RHI Talent Inc
 RWG (Repair & Overhauls) USA, Inc.
 Swaggart Brothers, Inc.
 Wood Design, LLC
 Wood Group Alaska, LLC
 Wood Group Asset Integrity Solutions
 Wood Group PSN, Inc.
 Wood Group UK, Ltd
 Wood Massachusetts, Inc.
 Wood Programs, Inc.